

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-01852

**Applicant** City of Charles Sturt, Laurie McCann, Alison Ginever, Jo Whyte,  
Australian Services Union - SA + NT Branch, Sanchit Rathee

**Other parties**

**Linked case(s)**

## Orders - Approval of Enterprise Agreement City of Charles Sturt Administration Enterprise Agreement No. 9 (2020)

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 8 July 2021 and have a nominal life extending until 20 August 2023.

A handwritten signature in blue ink, appearing to read 'A Cairney', is positioned above the Commissioner's name.

**Commissioner Cairney**

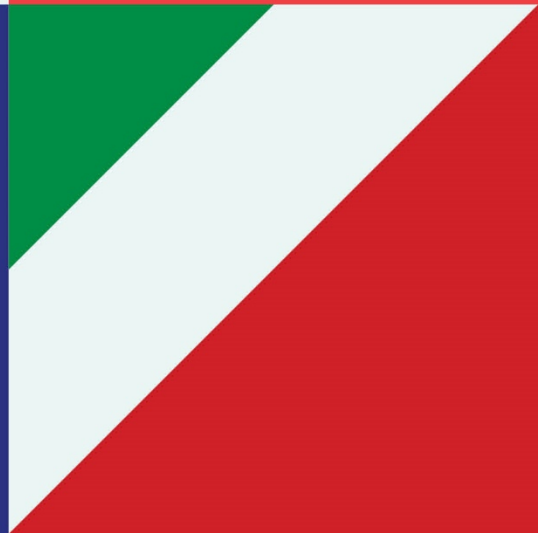
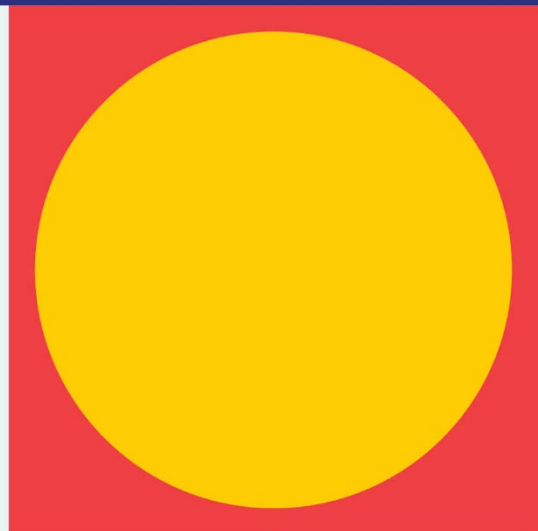
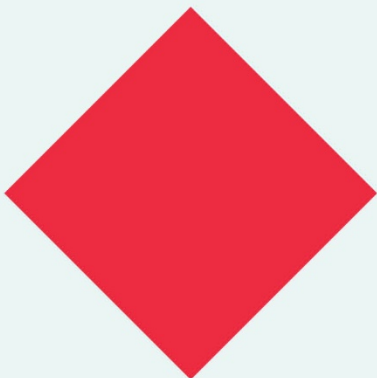
**08 Jul 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





# ADMINISTRATION ENTERPRISE AGREEMENT NO. 9 (2020)



## CITY OF CHARLES STURT ADMINISTRATION ENTERPRISE AGREEMENT NO. 9 (2020)

### 1 TITLE

This Agreement will be referred to as the City of Charles Sturt Administration Enterprise Agreement No. 9 (2020).

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#### APPENDIX 1 DEFINITIONS

#### APPENDIX 2 ALTERNATIVE EMPLOYMENT ILLUSTRATIVE DIAGRAM

#### APPENDIX 3 SALARY RATES

### **3 PARTIES BOUND**

This Agreement is binding on the City of Charles Sturt in respect of its employees employed pursuant to the South Australian Municipal Salaried Officers and Nurses South Australian (Local Government Sector) Awards, the employees, the Australian Services Union and the Australian Nursing and Midwifery Federation (ANMF), in respect of its members employed at the City of Charles Sturt. Excluded from this Agreement are members of the City of Charles Sturt Leadership Team.

### **4 PERIOD OF OPERATION**

This Agreement shall commence from 21 August 2020 and remain in force for a period of 3 years until 20 August 2023. Negotiations for the next Enterprise Agreement will commence, with the agreement of both parties, 9 months prior to and, in any case, no later than 6 months prior to the expiry of this Agreement.

### **5 RELATIONSHIP TO PARENT AWARD AND COLLECTIVE BARGAINING**

- 5.1 This Agreement is to be read in conjunction with the South Australian Municipal Salaried Officers Award and the Nurses South Australian (Local Government Sector) Award, provided that where there is any inconsistency with the relevant Award, the terms of this Agreement shall prevail to the extent of the inconsistency.
- 5.2 The employer is committed, during the life of this Agreement, to negotiate collectively with the Union, as party to this Agreement, in respect of all its employees who are eligible to be members of the Union.
- 5.3 An employee, commencing his or her employment with the employer after the date on which this Agreement comes into operation, shall be employed in accordance with the terms of this Agreement. Further, the parties agree that no employee (except members of the Leadership Team) shall be employed other than under the terms of this Agreement.

### **6 LIBRARIES CLAUSES**

- 6.1 Clauses specific to Library staff have been developed, the details of which have been included in Clause 29 of this Agreement.

### **7 OBJECTIVES OF THE AGREEMENT**

- 7.1 This Agreement aims to facilitate best practice services to the community and staff and to increase organisational effectiveness for both the community and staff of the City of Charles Sturt.
- 7.2 Acting in accordance with the Local Government Act 1999 and Council Policies, management and staff will continue to work together to provide quality services on a competitive and sustainable basis to our community. Where there is any inconsistency between council policy and this Agreement, this Agreement will prevail.

- 7.3 By maintaining and enhancing a spirit of partnership between management, employees, their representatives and the union via the Enterprise Consultative Committee, we will encourage and facilitate:
- 7.3.1 Workplaces and ways of working which ensure our commitment to customer experience excellence and our people can achieve their potential and benefit from the success of their efforts.
  - 7.3.2 The acceptance and integration of our organisational Values:
    - a. Passionate
    - b. Courageous
    - c. Progressive
    - d. Caring
  - 7.3.3 The maintenance of principles of respect, transparency, fairness and equity.
  - 7.3.4 Sustainable employment for employees.
  - 7.3.5 A culture of continuous improvement and collaboration across the organisation and the sector that recognises achievement.
  - 7.3.6 The provision of quality services that are delivered on time and within budget to our customers (both internal and external) and the community.
  - 7.3.7 The City of Charles Sturt commits to provision of a working environment that is safe for all staff, ratepayers and community members who interact with its services. The Council recognises that this environment is required to be physically and psychologically safe, free of harassment and accessible to anyone. Council supports provision of this environment in a number of ways, including through a comprehensive set of workplace policies which support employees who may face mental illness, domestic or family violence or any other challenging situation. It is further recognised that any significant change to these policies gives rise to Council's obligations under the consultation clauses in this Agreement.

## **8 EMPLOYEE RELATIONS**

### **8.1 Consultation and Introduction of Change**

- 8.1.1 The parties agree that consultation (as defined) with employees and their Union is an essential part of the process of developing, assessing and implementing proposals for change at all levels of the organisation.
- 8.1.2 The nature and form of the consultation during the change process may vary depending on the nature and significance of the changes

proposed. If the change process is a “significant issue” as defined in this Agreement, the following should occur:

- a. all employees who may be affected by the proposed changes and the ECC should be consulted in respect to those proposed changes prior to their implementation.
- b. consultation should include both verbal and, if appropriate, written communication at all stages of the change process
- c. employees will be advised of their rights and given the opportunity to seek advice and / or representation from their Union, if they wish to, as part of the consultative process
- d. the Union Office will be kept informed throughout the change process.

8.1.3 After consulting with employees and taking into consideration all points, issues and concerns raised, management will determine the most appropriate course of action to ensure the long-term interests of Charles Sturt employees, the community and achievement of our Community and Organisational Plans.

This clause will be read in conjunction with the specific provisions contained elsewhere in this Agreement notably Clause 11. Best Value.

## **8.2 The ECC**

The ECC shall consist of:

- 8.2.1 Four employer representatives nominated by the Employer.
- 8.2.2 Five employee representatives, three (3) of whom shall be Australian Services Union Workplace Representatives and two (2) of whom shall be elected by staff.
- 8.2.3 The Branch Secretary of the Australian Services Union (or their nominee), who shall be a permanent member of the Committee.
- 8.2.4 A Management Adviser/Facilitator (if required).
- 8.2.5 In the event that there is more than two nominations for the staff elected representative, a secret ballot of all employees will occur.
- 8.2.6 The issue of the appointment of the employee representatives of the Committee will be monitored by the ECC during the life of this Agreement and will be the subject of specific consideration in the next round of bargaining.
- 8.2.7 The roles of the Enterprise Consultative Committee shall be:
  - a. To function as the bargaining unit in enterprise bargaining negotiations.

- b. To act as a forum for ongoing consultation on organisation plans for major workplace reform, and significant issues affecting employees.
- c. To consider reports and ideas generated by employee and employer representatives on a range of issues relating to enterprise bargaining.
- d. To assist in promotion of EEO objectives.
- e. To review and monitor the operation and implementation of the Agreement.
- f. To be advised of, and consider in the first instance, collective disputes arising out of the operation of the Agreement. If the dispute cannot be resolved, then the relevant stages of the Grievance/Dispute Resolution procedure will be utilised.
- g. To foster mutual trust, respect and understanding to improve employee relations.

8.2.8 The ECC shall meet at least every three months. Other staff are welcome to attend the meeting of the ECC as observers at any time.

### **8.3 Rights of Workplace Representatives and Union Officials**

The City of Charles Sturt acknowledges and accepts the right of employees to belong to a Union and to be represented by their Workplace Representative and Union official.

8.3.1 Workplace Representatives will be entitled to:

- a. be treated with respect and without discrimination by management
- b. bargain collectively on behalf of staff at the workplace
- c. be consulted about workplace issues and have access to information about the workplace and the business
- d. meet with management to discuss employee relations' matters.

8.3.2 After consultation and agreement with management, Workplace Representatives will be allowed paid time to carry out their work as Workplace Representatives, with respect to matters pertaining to the employment relationship which may include:

- a. speaking to, meeting with and representing employees in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual employee issues
- b. speaking to employees about union and work matters
- c. up to 7 days per calendar year, to attend accredited Union education courses and the annual Union Conference

- d. attending industrial tribunal hearings and conferences relevant to the workplace
- e. speaking to and meeting with officials of the Union
- f. speaking to and meeting with members of other Unions at the workplace when appropriate.

8.3.3 To enable them to represent their members with respect to matters pertaining to the employment relationship, Workplace Representatives will be entitled to:

- a. use of Council's telephones, fax, photocopier, internet and email in accordance with Council Policy
- b. access the Award and/or Enterprise Agreement
- c. a notice board provided in a prominent location in each worksite for the posting of Union information
- d. secure filing facilities to keep employee relations related materials
- e. use of, if and when available, meeting rooms for meetings
- f. reasonable time to consult and take advice.

8.3.4 The City of Charles Sturt will allow its employee/s reasonable access during working hours to consult an accredited Union official or Workplace Representative.

8.3.5 If work needs to be done outside of hours, Accrued Time Off (ATO) applies, provided that every endeavour is made to complete the work within normal working hours and that the Managers' approval is sought prior to working outside of normal working hours.

## **9 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

- 9.1 The purpose of this Grievance/Dispute Resolution Procedure is to allow all parties to this Agreement a system to discuss and resolve all matters of grievance and dispute.
- 9.2 The parties agree to use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved if possible by conciliation within the Council.
- 9.3 During the implementation of the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions, in which case the status quo shall remain in force. The only exception to this will be in the case of genuine work health and safety issues.
- 9.4 At each stage of the procedure a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee/s and management.

**Stage One**

The employee and/or a representative nominated by the employee will contact the relevant Manager/Supervisor and if required the C People and Culture Business Partner or delegate and attempt to settle the issue at that level.

**Stage Two**

If the issue is not settled at Stage One, the employee and the nominated representative and if requested the Union Official, will meet with the relevant Manager/Supervisor and the People and Culture Business Partner or delegate.

**Stage Three**

If the matter is not settled at Stage Two, the Union Official and if requested, the relevant Workplace Representative will meet with the relevant General Manager, the employee/s and the Manager People and Culture.

**Stage Four**

If the matter is not settled at Stage Three, the Chief Executive will meet with the Union Official, if requested the employee's relevant Workplace Representative, the Manager People and Culture and the relevant General Manager.

**Stage Five**

If the matter is not settled at Stage Four, the employer, the employee, or their representative(s) may approach the South Australian Employment Tribunal for assistance by conciliation and, in the event of it remaining unresolved, by arbitration (subject to the appeal provisions of the South Australian Fair Work Act (1994)). The parties shall accept the final outcomes of the arbitration.

- 9.5 The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One to ensure its expedient resolution.

**10 EMPLOYMENT SECURITY****10.1 Principles**

- 10.1.1 There shall be No Forced Redundancies during the life of this Agreement.
- 10.1.2 The purpose of this clause is to set out the procedures and processes that will be followed when organisational change results in a position becoming redundant. The underpinning emphasis is to retain employment wherever possible or to provide a voluntary means of separation.

10.1.3 Excluded from this clause are casual and fixed term contract employees.

10.1.4 For illustrative purposes, the principal conditions in this clause are shown in the chart at Appendix 2.

## **10.2 Consultation**

As soon as a decision is made to introduce change that will result in one or more positions becoming redundant, management will advise the employees affected and their representatives in writing of the nature of the changes and the likely impact on employees. Reasonable time during work hours will be allowed for the affected employee(s) to consult Union Representatives/ professional counselling.

## **10.3 Suitable Alternative Position**

10.3.1 Within four weeks of an employee being advised in writing that their position has become redundant, management will advise the affected employee in writing as to whether a suitable alternative position with Council is available.

10.3.2 Where there is more than one employee occupying the redundant position and at least one position will remain after the restructure, management will call for volunteers who are interested in transferring to the suitable alternative position.

- a. Where there are insufficient or too many volunteers, a selection process based on objective assessment criteria for the position will be undertaken by the employer to determine which employee will be affected.

10.3.3 Where a suitable alternative position is available the affected employee will be offered the position in preference to other applicants. This preference shall not apply in the case of a renewal of a Fixed Term Contract position.

10.3.4 A position will be regarded as suitable alternative employment when:

- a. the suitable alternative employment position with Council is at the same classification level or one level below the employee's old position (refer Clause 10.3.8) with comparable terms of employment; and
- b. the employee may reasonably be expected to acquire any knowledge or skill difference within six months.

10.3.5 Where Council considers that a suitable alternative position(s) is available, management will provide the employee with a position description, proposed training program and discuss the position with the employee.

- 10.3.6 The training program is to be developed by the manager in consultation with the employee. The program will then be confirmed in writing prior to appointment to the new position. The purpose of the program is to ensure that the employee can overcome the identified skill or knowledge differences that exist between the current job and the proposed job.
- 10.3.7 The employee will have two weeks to consider the suitable alternative employment offer. The employee may only dispute the offer on the grounds that the offer does not satisfy the criteria in 10.3.4. If disputed, the matter will be referred to the dispute settling procedure in this Agreement.
- 10.3.8 If the employee accepts the offer of a suitable alternative position that is at a lower classification level, the following shall occur:
- a. reclassification will be to the top increment of the lower classification level
  - b. the employee's salary immediately prior to the transfer to the alternative position will be "frozen" until such time as the salary of the lower classification level increases to the employee's pre-redeployment salary
  - c. an employee can only have their classification reduced as a result of redeployment once during their employment with the Council. This means that an employee can still be redeployed to a position that is one level lower than the position that has been made redundant more than once but, if this occurs on a second occasion, the employee will retain the classification level of their pre-redeployment position.
- 10.3.9 If the employee rejects the job offer and does not dispute the suitability of the position, the employee's only option is to resign and leave Council without a VSP.
- 10.3.10 If the position on offer is for a fixed term, the employee retains all of the rights and entitlements of permanent tenure upon the expiry of the fixed term contract. On expiry of the fixed term contract, the provisions of Clause 10 will be reactivated as if the employee had been made redundant on that expiry date.
- 10.3.11 The employee will be transferred to the new position for an initial trial period of 6 months, during which time an assessment of the employee's performance will be conducted by the employee's direct Supervisor.
- 10.3.12 At the end of this 6-month period, the employee may dispute that the new job satisfies the criteria in Clause 10.3.4 b. above. There are no other grounds for dispute. If no agreement is reached between Council and the employee, the matter will be referred to the dispute settling procedure provided for in this Agreement.

**10.4 No Suitable Alternative Position**

10.4.1 Where Council decides that no suitable alternative position exists, the employee may elect to access a voluntary separation package.

10.4.2 The conditions of the voluntary separation package are outlined in 10.6 below.

10.4.3 Where there is more than one employee occupying the redundant position and at least one position will remain after the restructure, management will call for volunteers (from among the affected group) who are interested in accessing a VSP.

Where there are too many volunteers, a selection process based on merit for the position will be undertaken by the employer to determine which employee/s will be granted the VSP.

10.4.4 Council will give the employee full details of their VSP entitlement and provide external professional job placement counselling for a maximum period of six months.

10.4.5 The employee will have four weeks from the date of being advised in writing that there is no suitable alternative position, in which to respond to this offer.

10.4.6 If the employee accepts the offer of a VSP, the employee will be paid their entitlements under the VSP within 5 working days of their acceptance.

10.4.7 Where the employee whose position has been redundant does not wish to access a VSP, the Council may attempt to create a vacancy for a suitable alternative position by identifying positions throughout the Council that fit the criteria of Clause 10.3.4 above.

10.4.8 Once these positions have been identified, Council will call for volunteers for accessing a VSP from among the group of employees who are occupying those suitable alternative positions.

10.4.9 If there is a volunteer from among this group, then the volunteer will be given a VSP and the employee whose position has been made redundant will be redeployed into the consequential vacancy.

10.4.10 If there is more than one volunteer for a VSP from among this group, a selection process based on merit for the position will be undertaken by the employer to determine which employee/s will be granted the VSP.

10.4.11 If there are no volunteers forthcoming and a vacancy for a suitable alternative position cannot be created, the employee whose position has been made redundant will enter the alternative work program for a period of 6 months.

## **10.5 Alternative Employment Program**

- 10.5.1 During the alternative employment program the employee will perform duties and tasks allocated by People and Culture that are within the employee's skills and ability. This will continue pending suitable alternative employment being provided with Council. The employee will also have access to reasonable paid time to undertake job searching activities including job interviews.
- 10.5.2 The criteria for suitable alternative employment under this program are:
- a. the position is no more than one level below the level of the employee's previous position. If no work has been found at the end of the 6 month period, by mutual consent the employee may take a position that is more than one level below their substantive position.
  - b. the position can reasonably be learnt by the employee within 6 months and that may involve the provision of structured training.
- 10.5.3 Where Council considers that a suitable alternative position is available, management will provide the employee with a position description, proposed induction and training program and discuss the position with the employee.
- 10.5.4 Where a suitable alternative position becomes available, the employee on the Alternative Employment Program will be offered the position in preference to other applicants. This preference shall not apply in the case of a renewal of a Fixed Term Contract position.
- 10.5.5 The training program is to be developed and confirmed in writing prior to appointment to the new position by the manager in consultation with the employee. The purpose of the program is to ensure that the employee can overcome the identified skill or knowledge differences that exist between the last substantive position and the proposed job.
- 10.5.6 The employee will then have two weeks from the date of the written offer contained in 10.5.3 to consider the alternative employment offer.
- 10.5.7 An employee may only dispute the offer on the basis that the offer does not satisfy the criteria in 10.5.2 above. If disputed, the matter will be referred to the dispute settling procedure in this Agreement.
- 10.5.8 If the employee rejects the offer in 10.5.6 and does not dispute the suitability of the position, the employee's only option is to resign and leave Council without a VSP.

- 10.5.9 If the proposed position is for a fixed term, the employee may reactivate all of the provisions of Clause 10 upon the expiry of the fixed term contract.
- 10.5.10 The employee will initially be transferred to the new position for a trial period of 6 months, during which time an assessment of the employee's performance will be conducted by the employee's direct Supervisor.
- 10.5.11 At the end of this 6 month period, the employee may dispute that the new job satisfies the criteria in Clause 10.5.2 b above. If disputed, the matter will be dealt with by the dispute settling procedure in this Agreement.
- 10.5.12 An employee can only have their classification reduced as a result of redeployment once during their employment with the Council (other than by mutual consent). This means that an employee can still be redeployed to a position that is one level lower than the position that has been made redundant more than once but, if this occurs on a second occasion, the employee will retain the classification level of their pre-redeployment position.
- 10.5.13 Where an employee accepts an alternative position at a lower level, he or she will be paid compensation being a lump sum payment for 12 month's difference between the employee's former rate of pay and the new rate of pay. Reclassification will be to the top increment of the lower level. This lump sum will only be paid once the 6 month dispute period, in accordance with Clause 10.5.10, has elapsed.
- 10.5.14 Where an employee accepts an alternative position at a lower level, Long Service Leave accruals are to be preserved at the pre-redeployment rate.
- 10.5.15 At the completion of 6 months on the alternative employment program the following process will occur:
- a. at the end of the 6 month period job placement counselling will cease
  - b. a final check will be made and communicated to the employee to determine whether or not an alternative position exists
  - c. if no position exists, the matter will be referred to the ECC. The ECC will then put in place an implementation plan within 2 weeks to achieve the necessary reduction in workforce numbers over the shortest achievable time frame
  - d. the plan may include any reasonable measure to achieve the necessary outcome, however any job losses by way of redundancy must be voluntarily sought.

## **10.6 Voluntary Separation Packages**

An employee entitled to a Voluntary Separation Package arising from Clause 10.4.4 may elect one of two options:

### **10.6.1 Immediate Pay Out**

- a. Under this arrangement an employee will receive:
  - 1. 20 weeks payment in lieu of notice
  - 2. 3 weeks' severance payment for each year of completed service with the City of Charles Sturt (including pre-amalgamation Councils of Hindmarsh, Woodville and Henley and Grange) up to a maximum of 104 weeks
  - 3. Pay out of pro-rata long service leave regardless of years of service
  - 4. Pay out of unused annual leave.
- b. Under this arrangement the employee's services will terminate on an agreed day within five working days after written acceptance of the package.

### **10.6.2 Employment During the Notice Period**

- a. As an alternative an employee may elect to remain in the employ of Council during the 20 week notice period described in 10.6.1. In this case the employee will take the 20 week notice period as special leave. Unless Council agrees, an employee is not entitled to apply for positions within Council during this period. At the end of the 20 week period the employee is entitled to:
  - 1. 3 weeks' severance pay per year of service up to a maximum of 104 weeks
  - 2. pay out of pro-rata long service leave regardless of years of service
  - 3. pay out of unused annual leave.
- b. If the employee leaves the employ of the Council during the special leave period, he/she will not be paid out the balance of the special leave period. The only exception to this is where the employee leaves to take a job that pays less than 80% of his/her current salary.

### **10.6.3 Employment with Council After Accessing a Package**

An employee who takes a package under this clause shall not be re-employed by the City of Charles Sturt for a period of at least two years.

## **11 BEST VALUE**

The City of Charles Sturt is committed to ensuring that all services it provides to the community are delivered in the most efficient and cost-effective manner, and are appropriate for and responsive to community needs.

### **11.1 Principles**

11.1.1 The principles underpinning the provision of best value services to the community are:

- a. services provided by the Council are to be appropriate for and responsive to community need
- b. regular consultation will occur with the community on services and service standards
- c. service areas will continually strive for improvement in service delivery
- d. employees and managers responsible for the service will continue to participate in processes intended to improve efficiency and cost effectiveness
- e. a fair outcome is sought for all stakeholders
- f. objective decisions about services standards, service delivery and business processes will be made in consultation with employees and their representatives
- g. regular reporting to the ECC on performance and achievements will occur.

11.1.2 The parties agree that there must be real and demonstrated commitment to improving efficiency and effectiveness, especially to measurable improvements in productivity.

11.1.3 A mechanism for resolving disagreement exists to protect the legitimate and reasonable interests of both employees and the employer. The mechanism to be used for this purpose is the Grievance/Dispute Resolution Procedure contained in Clause 9 of this Agreement.

### **11.2 Scope of Contracting Out**

The parties to this Enterprise Agreement agree that there will be no further contracting out of work currently performed by Council's workforce unless a review of the existing services has been undertaken in accordance with Clauses 11.3 and 11.4.

### **11.3 Review of Existing Services**

11.3.1 During the life of this Agreement, a series of business reviews may be prepared for various aspects of Council's operations, including existing services, service areas and business processes.

- 11.3.2 The objective of the business reviews is to ensure these aspects of Council's operations are appropriate, effective and efficient, and to identify options that will improve the effectiveness and/or efficiency of these services, service areas or business processes.
- 11.3.3 During any business review process employees will be provided access to all available data on operational performance.
- 11.3.4 Employees, through established consultative structures (as per Clause 8.1 of this Agreement), will be actively involved in the business review process and the development, implementation and monitoring of processes identified to improve efficiency and effectiveness and therefore deliver best value to the community.
- 11.3.5 During the life of this Enterprise Agreement, Council will not consider bringing "in house" any of the work that is currently contracted out until such business reviews have been completed.

#### **11.4 Agreed Process for Business Reviews**

- 11.4.1 A business review will generally involve the following steps:
  - a. determine scope of the business review
  - b. identify services, service areas and/or business processes to be reviewed
  - c. identify any appropriate efficiency and effectiveness measures and relevant data sources
  - d. identify relevant stakeholders and possible comparative service providers
  - e. develop stakeholder communication and consultation plan/s
  - f. gather and analyse data
  - g. develop business case, comparing existing approach with various identified alternatives with particular emphasis on economic, social, environmental and employee impacts
  - h. involve and consult with employees (as per Clause 8.1 of this Agreement)
  - i. develop recommendations
  - j. review and discuss recommendations with the ECC
  - k. where necessary, refer recommendations to the elected Council as per Council Policy for consideration and decision
  - l. communicate outcomes to affected parties
  - m. implement agreed actions.
- 11.4.2 The outcomes of a business review may include recommendations that Council:
  - a. no longer provide a service
  - b. vary the level or standard of service – increase or decrease
  - c. retains the service but develops and implements a service improvement plan to improve the efficiency and/or effectiveness of the service delivery

- d. introduces a new or additional service
- e. retains the service but no longer be directly involved in the delivery of the service.

11.4.3 The outcome of a business review and any service improvement plan will be made available to the ECC in writing.

**11.5** Tenderers must quote using the Terms and Conditions of this Agreement (with the exception of Clause 10) except where otherwise agreed by the parties to this Agreement. In the event it is found that in respect to a particular tender process, that the enforcement of this provision is unlawful due to other State or Federal legislation, then this provision shall not be a requirement as part of that tender process.

## **12 PART-TIME AND CASUAL STAFF**

### **12.1 Part-Time Staff**

12.1.1 A part-time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed in excess of 37.5 hours per week or outside the span of hours.

12.1.2 The normal working hours of a part-time employee may be changed by mutual agreement between the employee and their Manager. This provision applies to meet the short-term requirements of either party. A minimum of 24 hours' notice of Council's need for the working of additional hours shall be given. If the additional time falls on a day the employee is working the minimum additional time shall be 1 hour or in the case of a day when the employee was not working, a minimum of 3 hours.

12.1.3 Part-time employees shall be eligible for Accrued Time Off if they work longer than their contractual hours of duty, with the agreement of their Manager/Team Leader. If this requires the employee to work outside the span of hours then overtime rates of accrual should apply, unless other arrangements are agreed to.

12.1.4 All existing part-time employees shall be given the opportunity in the first instance to apply for additional hours in their workplace whenever practicable to do so, before any new employees are engaged.

12.1.5 Permanent part-time employees shall progress through the incremental steps in the classification levels of the Award each 12 months continuous service following their anniversary date.

12.1.6 Adjustments to all entitlements to be made proportionate to the additional ordinary hours worked over the employee's contractual hours of duty.

- 12.1.7 By agreement in writing between an employee and the relevant Manager, an employee may reduce their contracted weekly hours, provided that the Award and Enterprise Agreement provision regarding introduction of change have been complied with.
- 12.1.8 Similarly by agreement in writing between the relevant employees and the relevant Manager/s, a job share arrangement may be entered into for a position, which requires full time attendance. The employer will not unreasonably refuse such requests, where it can be demonstrated that business continuity is not adversely affected.
- 12.1.9 Where existing employees seek to enter into an arrangement for either part-time work or job share, a written agreement shall be developed in a format acceptable to the Manager People and Culture and the Union. The agreement shall specifically cover, but not necessarily be limited to:
- a. total hours to be worked
  - b. days of the week on which work is to be performed
  - c. span of hours within which daily work is to be performed
  - d. overtime provisions
  - e. reconciliation of entitlements.

## 12.2 **Casual Staff**

- 12.2.1 An employee engaged for engaged for a period of 1200 hours or less in any year (measured from the anniversary date of the employee's commencement of employment) may be engaged as a casual employee on an hourly contract of employment and such employee shall be entitled to be paid a loading of 25%, in addition to the ordinary time hourly rate calculated from the salaries prescribed in Appendix 3 of this Agreement.
- 12.2.2 An employee engaged for more than 1200 hours in any year (measured from the anniversary date of the employee's commencement of employment), shall be engaged as a part-time or full-time employee, unless the employee and employer otherwise agree in writing. A written copy of any such mutual agreement must be signed by the employer and employee.
- 12.2.3 The casual loading is a separate and severable component of the applicable ordinary time hourly rate and is full compensation for all entitlements to which casual employees are not entitled, including but not limited to:
- a) paid leave entitlements, including annual leave, paid personal leave and paid compassionate leave (excluding long service leave, for which casual employees are entitled to in accordance with the provisions of the Long Service Leave Act 1987 (SA), if applicable)
  - b) public holiday pay (on days where no engagement is agreed);
  - c) notice of termination
  - d) severance.

- 12.2.4 An employee agrees that should a Court, Commission or Tribunal (or similar) determine that the employment relationship is not at law casual in nature for any purpose, that the employer may use the 25% casual loading (or other applicable casual loading rate) already paid to set off against any monies or entitlements payable to the employee pursuant to such determination.
- 12.2.5 A casual employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed outside ordinary hours of work or in excess of the ordinary hours of work provided for under Clause 17.1. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the 25% loading.
- 12.2.6 Management will review the casual loading rate when increases to the South Australian Municipal Salaried Officers Award occur, is applicable.
- 12.2.7 A casual employee shall progress through each increment of their classification level of this Agreement after they have worked a total of 1200 hours since commencing employment (or since the receipt of their last increment), provided that a minimum of 12 months continuous service occurs between each increment.
- For existing employees, the accrual of the 1200 hours for the purposes of incremental progression described above will commence retrospectively from the date of commencement of the employee concerned.
- 12.2.8 A casual employee's rights for non-attendance at work for the purposes of caring responsibilities shall be in accordance with Clause 3.1.2.5 of the South Australian Municipal Salaried Officers Award. The employer must not fail to re-engage a casual employee because they have accessed an entitlement under this clause.

## **12.2 Conversion from Casual Employment Status**

- 12.3.1 An employee engaged in casual employment pursuant to Clause 12.2.1 of this Agreement who has worked on a regular and systematic basis for a period of 1200 hours in any one year (measured from the anniversary date of the employee's commencement of employment) shall be engaged as a part-time or full-time employee. Unless the employee and employer otherwise agree in writing.
- 12.3.2 The employer shall give the employee notice in writing of this right within two weeks of the employee attaining 1200 hours service pursuant to this clause. The employee retains his or her right of application under this clause if the employer fails to comply with the clause.
- 12.3.3 Any such employee who does not within four weeks of receiving written notice apply to convert his or her employment to full-time

employment or part-time employment will be deemed to have elected against any such conversion.

- 12.3.4 Any employee who has a right to apply under Clause 12.3.1 above, upon receiving notice under Clause 12.3.2 above or after the expiry of the time for giving such notice, may at any time thereafter give two weeks' notice in writing to the employer that he or she seeks to convert his or her employment to full-time or part-time employment, and within two weeks of receiving such notice the employer shall consent to or refuse the application but shall not unreasonably so refuse.
- 12.3.5 If an employee has applied to have his or her employment converted to full-time or part-time employment, the employer and employee shall discuss and agree upon which form of employment the employee will convert to, that is, full-time or part-time.
- 12.3.6 The employer may refuse a casual employee's application to convert to part-time or full time employment on reasonable business grounds.
- 12.3.7 Where the employer refuses an application to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- 12.3.8 Any dispute about either a refusal of an application to convert to full-time or part-time employment, or the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with in accordance with Clause 9 Grievance/Dispute Resolution Procedure.
- 12.3.9 The employer must not engage or re-engage, or dismiss or threaten to dismiss, or prejudice or threaten to prejudice an employee in employment to avoid any obligation under this clause.
- 12.3.10 Where an employee converts from casual employment to full-time or part-time employment, the employee's service for the purposes of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.
- 12.3.11 When an employee converts from casual employment to full-time or part-time employment under this clause, the employee's previous service as a casual employee, to the extent that employment was:
- on a regular and systematic basis for several periods of employment; or
  - on a regular and systematic basis for an ongoing period of employment,

and was consistent with full-time or part-time employment shall constitute part of the period of continuous service for calculating entitlements pursuant to Termination of Employment and Redundancy.

## **13 FIXED TERM CONTRACTS**

### **13.1 Application**

- 13.1.1 An employee at level 6 and above may be offered a fixed term contract as provided under Clause 3.1.4 of the Award. This clause does not apply to these employees.
- 13.1.2 An employee at level 5 or below may be offered a fixed term contract when the position is:
  - a. for a project of finite duration or to carry out a set of tasks of finite duration; or
  - b. to replace a person on extended leave or to temporarily fill a position vacated by a permanent employee; or
  - c. externally funded
- 13.1.3 Fixed term contracts will not apply to existing permanent positions that are expected to continue to be of an indefinite duration. An ASU Representative and a Staff Representative will be consulted where a permanent position is to be converted to a Fixed Term Contract.

### **13.2 Conditions of Engagement**

- 13.2.1 A fixed term contract will contain the following provisions:
  - a. the term of the contract will be for no longer than 5 years
  - b. the incumbent may terminate the contract by giving the Council a minimum of 4 weeks' notice
  - c. Council must give the incumbent the following notice of its intention to renew or not to renew the contract:
    - 1. for contracts up to and including 1 year, a minimum of 4 weeks' notice, except where externally funded, in which case a minimum of 2 weeks will apply
    - 2. for contracts greater than 1 year and up to and including 2 years, a minimum of 8 weeks' notice, except where externally funded and where an employee is replacing another employee who is on maternity leave, in which case a minimum of 4 weeks' notice, if possible, will apply
    - 3. for contracts greater than 2 years and up to and including 5 years, a minimum of 12 weeks' notice except where externally funded, in which case a minimum of 4 weeks' notice, if possible, will apply.

- 13.2.2 Where there is external funding for a position, the duration of the fixed term contract will match the duration of the external funding. An exception to this will occur where there is project work within the funding period that does not require work for the entire period of funding.
- 13.2.3 The contract may be extended for a period not exceeding a total duration of 5 years. Thereafter the conditions of 13.3 below will apply.

### **13.3 Entitlement to Continued Employment**

- 13.3.1 Where Council decides that a position is required beyond the initial term of the contract, the incumbent has the right to renew the contract. Where additional funding from an external body is provided, and if the position is extended, the incumbent has the right to renew the contract. This right is subject to the employee's satisfactory performance in the position during the initial contract period.
- 13.3.2 Where the position is internally funded, the position will be made permanent if the position continues beyond a 5 year period unless an alternative arrangement is agreed between the parties under 13.4.3 below.
- 13.3.3 Where Council decides to make an internally funded fixed term position permanent, the position may be advertised to ensure the best field of applicants are attracted. However, where the incumbent has been in the position for a total period of 12 months or more, they will have the first option to secure the position, subject to satisfactory performance in the position. In this case, the position will not be advertised.
- 13.3.4 A permanent employee may be seconded to a fixed term contract position. In this case the permanent employee can return to their substantive position when the fixed term contract ends, provided that the secondment is for a total period of up to 3 years or where an alternative agreement has been reached under 13.4.3 below.
- 13.3.5 If the secondment to an externally funded fixed term position is to be extended beyond a total of 3 years, and subject to 13.4.3 below, the employee shall have the choice of either:
- a. Returning to their substantive permanent position, OR
  - b. Remaining in the fixed term contract position and relinquishing their status as a permanent employee.

**13.4 Criteria and Review**

- 13.4.1 Council will complete a personnel requisition document indicating that the criteria for the fixed term contract have been satisfied. A copy of the document will be made available to ECC representatives on request.
- 13.4.2 Members of the ECC will be given an updated list every three months of all employees engaged on fixed term contracts, regardless of whether the ECC meets or not.
- 13.4.3 Subject to agreement of the ECC, Council may disregard the criteria for fixed term contracts where there are extenuating circumstances, and both parties agree an alternative arrangement.

**14 EMPLOYEE CAPABILITY**

Our people are at the heart of everything we do, and we strive to deliver an exceptional customer experience every time. We seek to attract and develop capable and motivated employees who are proud to work at the City of Charles Sturt.

Our organisation encourages a culture of learning and development and is committed to supporting our people to deliver on our vision and Community Plan outcomes by ensuring they have the right skills, knowledge, capability and experience.

Our leaders are accountable for ensuring our employees are provided with:

- a clear and shared purpose in their work
- role clarity
- timely and constructive feedback
- targeted development to perform their role safely and effectively
- opportunities for career development.

**15 PERFORMANCE MANAGEMENT**

While we are committed to ensuring our people can perform at their best, it is acknowledged that on occasion employee performance may fail to reach the standards expected by the organisation. Our Staff Performance Management Policy provides a fair and consistent framework with which to manage unsatisfactory performance.

**16 WORKING FLEXIBLY**

- 16.1 Our workplaces and the way we work must demonstrate and ensure our commitment to customer experience excellence, and our commitment to providing employees with opportunities to balance their working and personal lives.

- 16.2 Our working flexibly approach is underpinned by our Working Flexibly Principles:
- **Customer experience excellence is our commitment**  
We will prioritise our customers and the way we treat them, continuing to be responsive to the needs of the business
  - **Connection, communication and collaboration**  
We will connect and collaborate effectively without compromising our safety and wellbeing
  - **Trust and flexibility to balance business and individual needs**  
Employees and leaders work together and are trusted and supported to make decisions and understand what works best for them and the business
  - **Our success is measured by behaviour and outcomes**  
Employees and leaders are accountable and empowered to achieve quality outcomes
  - **Efficient use of resources and value for money**  
We consider the cost benefit of any potential changes and make financially sustainable decisions
- 16.3 Clause 17.13 provides a Working Flexibly option for groups of employees (e.g. within a team or service delivery area).
- 16.4 As a general statement of principle, an individual employee may request a flexible working arrangement. All such flexible working arrangements must be mutually agreed between the employee and the City of Charles Sturt, considering the needs of all affected parties, our Working Flexibly Principles, the operating requirements of the job and the outcomes required of the job.
- 16.5 The employer is committed to supporting employee's transition to retirement, and a flexible working arrangement may be agreed upon to support this.
- 16.6 Whilst it may not be possible for all employees to access the full range of flexible working arrangements due to requirements of their individual jobs, where there is mutual agreement a range of flexible working arrangements may be available and requests will be given due consideration.
- 16.7 Ongoing flexible working arrangements will be documented and agreed by the employee and the City of Charles Sturt. Documentation will include the period for which the arrangement applies (or a date for review if an ongoing arrangement is requested), hours of work, duties of the employee and the organisation and any other relevant information.
- 16.8 A one-off request for a flexible working arrangement may be requested by the employee direct to their leader, with agreement provided via email. (e.g. a one-off request may be for a short period of time, such as a day or a week, where an employee needs to alter their working hours or place of work).

- 16.9 The organisation reserves the right to conclude a flexible working arrangement with 28 days' notice if the arrangement no longer fulfils the Working Flexibly Principles.

## **17 HOURS OF WORK**

- 17.1 With the exception of the employees listed in Clauses 17.3 and 17.4, the span of ordinary hours is between 7.00 am and 8.00 pm Monday to Friday. Ordinary hours are to be worked between this span of hours.
- 17.2 The normal working day is 7.5 hours (for full time employees), with the times worked being mutually agreed with the Manager/Team Leader and employee. The normal working fortnight is 75 hours (for full time employees).
- 17.3 The hours and penalty rates of Library employees will operate in accordance with Clause 29.
- 17.4 The hours and penalty rates for Immunisation Nurses will operate in accordance with the Nurses South Australian (Local Government Sector) Award.
- 17.5 The minimum unpaid lunch break period is 30 minutes per day to be taken away from the workstation where possible.
- 17.6 Where work is required to be performed outside the ordinary span of hours on a regular basis, the City of Charles Sturt and the employee may agree to a suitable employment package to compensate for this requirement. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- 17.7 In one-off circumstances where CCS requires an employee to work their ordinary hours outside of the span of hours, reasonable notice must be given to the employee and Award penalties will apply to the ordinary hours worked outside the span of hours.
- 17.8 In the instance that an employee requests a Flexible Working Arrangement with ordinary hours outside the span of hours and this is agreed to by CCS, no Award penalties will be payable.
- 17.9 Should an employee be required to work additional hours in excess of the normal 7.5 hours (for full-time employees), but not more than 10 hours, the employee will accrue Accrued Time Off (ATO) in accordance with Clause 18.
- 17.10 The maximum number of hours that may be worked in one day during the span of hours and before overtime is payable is 10. Any overtime required to be worked must be approved in advance by the relevant General Manager or nominee.
- 17.11 A part-time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed in excess of 37.5 hours per

week, work outside the span of hours, or on occasions where in excess of 10 hours are worked in one day.

- 17.12 Prior to implementing any change of operating hours, negotiations shall occur with affected employees on how best to facilitate this.
- 17.13 To facilitate Working Flexibly, a variation to the standard working week may be made by agreement between the employer and a majority of employees (who are subject to a particular working hours arrangement) in line with clause 5.1.4 of the Award.

## **18 ACCRUED TIME OFF**

- 18.1 Should an employee be required to work additional hours in excess of the normal 7.5 hours (for full-time employees), but not more than 10 hours, the employee will accrue Accrued Time Off (ATO).
- 18.2 Part-time employees shall be eligible for Accrued Time Off if they work longer than their contractual hours of duty, with the agreement of their Leader/Manager.
- 18.3 Hours accrued by an employee for work performed in addition to the standard working day as defined by Clause 17.1 will be taken as Accrued Time Off (ATO) in lieu of a future requirement to work ordinary hours. Overtime worked by mutual agreement may be taken as ATO calculated at the appropriate penalty rate for the time worked, unless other arrangements have been agreed to.
- 18.4 The maximum accrual at any time for ATO for an employee is 37.5 hours. Any accrual in excess of 10 hours must be agreed with the relevant Manager/Team Leader prior to the additional time being worked.
- 18.5 Any ATO in excess of 37.5 hours must be agreed in writing between the employee and their Manager. Failure to do so may result in the employee losing their entitlement to the hours that are in excess of 37.5.
- 18.6 Any ATO is to be rostered within the Team/Portfolio to ensure that there are appropriate service levels. The taking of time off is to be mutually agreed with the Manager/Team Leader prior to the leave being taken.
- 18.7 Under special circumstances, variations to this clause may be made by written agreement between the employee and the Manager.
- 18.8 Accrued ATO in excess of 10 hours will be taken as a priority before annual and long service leave.
- 18.9 Should an employee enter into a Flexible Working Arrangement where in excess of 7.5 hours is worked in any one day, ATO will not accrue (e.g. If an employee negotiated an arrangement with a working pattern that included working 8.5 hours in one day, and 6.5 the following day, ATO would not accrue on the day where 8.5 hours was worked).

## **19 SALARY SACRIFICING & SALARY OR CONDITIONS MORE FAVOURABLE THAN THE ENTERPRISE AGREEMENT**

### **19.1 Salary Sacrificing**

The City of Charles Sturt Sacrifice Policy outlines the conditions under which employees may salary sacrifice part of their salary and includes their rights and obligations when entering a salary sacrificing arrangement.

If the employee's salary sacrifice arrangement relates to a Council Motor Vehicle, the City of Charles Sturt Motor Vehicle Policy outlines all relevant conditions and obligations.

### **19.2 Salary or Conditions more favourable than the Enterprise Agreement**

19.2.1 The parties recognise that it is imperative for the organisation to be able to attract and retain high quality employees. Accordingly, the employer may offer any package of conditions (that is not less than that provided by this Agreement) to an employee for any of the following reasons:

- a) where it is considered difficult to find suitable candidates in the job market for a particular job role
- b) where a particular employee has specialised skills and/or experience
- c) where a particular employee is considered to have performed at an outstanding level
- d) where the employee is required to deliver a significant project or program over and above their normal duties.

The employer may pay the additional salary or conditions for a specific time period, or with a date for review and consideration as to whether the relevant condition is still being met.

19.2.2 In the event that a benefit is offered to a particular employee in accordance with Clause 19.2.1 above and there are other employees who are performing substantially the same duties and are at the same classification level in the same Business Unit, the following will occur:

- a) where the other employee(s) meets the same criteria in Clause 19.2.1 above, they will be considered for the same benefit.
- b) where the other employee(s) does not meet the same criteria in Clause 19.2.1 above, they will be advised accordingly.

19.2.3 If a particular employee, who meets the definition contained in Clause 19.2.2, believes that they have been unfairly treated in relation to this clause, they have the right to initiate a grievance under Clause 9 of this Agreement, Grievance/Dispute Resolution Procedure.

19.2.4 Clauses 19.2.2 and 19.2.3 will not apply in the case where an employee is redeployed to a suitable alternative position (as defined in Clause 10.3.4) and, as a consequence, maintains terms and conditions that are more favourable than other employees performing substantially the same duties and who are at the same classification level in the same Business Unit. Where this occurs, those other members of the Business Unit will not be offered the same benefits as the redeployee.

**19.3 Agreed Packages of Salary or Conditions**

The employer and employee may mutually agree to a suitable employment package (salary or other benefit) in respect to Award allowances, penalty rates, or overtime payments. Any arrangement shall be entered into by mutual agreement and recorded in writing.

**20 LEAVE**

**20.1 Annual Leave**

17.1.1 This clause does not apply to casual staff.

20.1.2 Employees will continue to accrue annual leave on a fortnightly basis for each completed fortnight of service and they are able to take such leave accrued at a time mutually convenient to the employer and employee.

20.1.3 There is no requirement for an employee to wait until they have completed 12 months continuous service before taking any accrued leave. Any accrued leave loading will be paid on annual leave on termination.

20.1.4 Annual Leave is to be taken at a time mutually convenient to the employer and employee within twelve months of the date of its accrual. Annual Leave is not to be accrued except in cases in which extenuating circumstances preclude an employee from taking their leave. Approval to carry over leave will be for no longer than two years after its accrual.

**20.2 Sick Leave (including Carer's Leave)**

20.2.1 This clause does not apply to casual staff.

20.2.2 Sick Leave entitlements shall accrue in accordance with the sick leave entitlements of the Award, and this accrued entitlement may be utilised for personal sickness or injury ("Sick Leave") or where an employee has the responsibility to provide care or support to a member of their immediate family or household in accordance with this clause ("Carer's Leave").

- 20.2.3 Sick Leave can be used to attend counselling provided by the Council's Employee Assistance Program or emergency situations involving childcare, school or education issues (i.e. situations where the centre/school cannot care for the child).
- 20.2.4 Sick Leave must not be used as a supplement to Annual Leave or Rostered Days Off or for personal activities that an employee would normally schedule for Annual Leave, RDO's or time outside of normal work hours.
- 20.2.5 Employees, except where it is impractical to do so, will inform their Manager of an anticipated absence on Sick Leave.
- 20.2.6 A period of personal leave may be agreed between the employer and employee and accessed for the purpose of extending bereavement leave if required in accordance with Clause 20.3.3.
- 20.2.7 The minimum Sick Leave that may be taken at any one time is one hour.
- 20.2.8 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness or incapacitation of the person concerned (Carer's Leave).
- 20.2.9 The entitlement to use sick leave in accordance with this subclause is subject to:
  - a. the employee being responsible for the care of the person concerned; and
  - b. the person concerned is either:
    - (i) a member of the employee's immediate family; or
    - (ii) a member of the employee's household; or
    - (iii) any other person as approved by Portfolio Manager.
- 20.2.10 The term "immediate family" includes:
  - a. partner (legally married or de-facto) including same-sex partners
  - b. child or adult child (including adopted child, stepchild, foster child, son or daughter-in-law or an ex-nuptial child)
  - c. parent/guardian, partner's parents, step-parent, grandparent, grandchild, sibling, step-sibling or sibling-in-law of an employee.

### **20.3 Bereavement Leave**

- 20.3.1 An employee shall, on the death of a current partner, parent/guardian, partner's parent, child or adult child (including an adopted child, stepchild, foster child, partner's son or daughter or an ex-nuptial child), step-parent, grandparent, grandchild, sibling, step-sibling or partner's sibling, or any other person as agreed by Portfolio Manager, be entitled, on notice, to leave up to and including the day

of the funeral of such relation. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work.

20.3.2 For the purposes of this clause, partner means either a person to whom the employee is legally married or is in a de-facto relationship with, but shall not include a partner to whom the employee is legally separated.

20.3.3 If so requested, proof of such death shall be furnished by the employee to the satisfaction of the Council, provided that more favourable terms of leave will be granted by the Council if satisfied in any particular case that the leave authorised by this condition is inadequate (refer Clause 20.2.6).

17.3.4 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

## **20.4 Long Service Leave**

20.4.1 In addition to the provisions of the Long Service Leave Act 1987 as amended, staff covered by this Agreement are able to take their Long Service Leave on a 'pro rata' basis after (7) completed years of service.

20.4.2 The minimum period of long service leave that can be taken at any given time is one week. A minimum of 28 days' notice must be given to the employer prior to the taking of leave.

20.4.3 Notwithstanding 20.4.2 above, an employee may apply to access accrued long service leave for periods shorter than one week. In considering any such request, the manager will take into account the reason for the employee's request and the potential impact on the operation of the Business Unit. Agreement to such a request will not be unreasonably withheld.

20.4.4 Long Service Leave is to be taken at a mutually agreed time except that the balance remaining after ten (10) years' service must be taken within three years of the date of entitlement.

20.4.5 While Council encourages the taking of Long Service Leave by staff, the option of receiving payment in lieu of taking Long Service Leave, i.e. 'cashing out', is available based upon the following:

- a. the General Manager can approve 'cashing out' provided that funds are available within the budget and that the application meets the conditions of Council's Leave Policy
- b. a minimum of 2 weeks and a maximum of 8 weeks will be approved per person per annum
- c. subject to written agreement between the relevant General Manager and the employee, Long Service Leave may be taken at

varying ratios (e.g. twice the length of time at half pay, or half the time for twice the pay or any other agreed ratio)

- d. to be entitled to 'cashing out', the person must have completed (7) year's continuous service in SA Local Government.
- e. only the Chief Executive has the authority to approve applications for 'cashing out' of Long Service Leave in special cases which do not meet the above conditions.

20.4.6 An employee's entitlement to Long Service Leave will be based on the employee's average contracted weekly hours over the entitlement period.

20.4.7 The formula for calculating an employee's payment for Long Service Leave for the first 10 years' service will therefore be as follows:

$$\frac{(C1 + C2 + C3 + C4 + C5 + C6 + C7 + C8 + C9 + C10)}{10} \times 13 \times \text{HR}$$

Where: C1 = average of contracted hours per week in 1<sup>st</sup> service year,  
 C2 = average contracted hours per week in 2<sup>nd</sup> service year, and so on  
 13 = number of weeks long service leave after 10 years' service  
 HR = Hourly Rate of pay of the employee at the time of taking Long Service Leave

20.4.8 the formula for each subsequent year of service will be as follows:  
 $Cx \times 1.3 \times \text{HR}$

Where: Cx = the average contracted hours for each subsequent year

20.4.9 Example

An employee has just completed 11 years continuous service, their hourly rate is \$20.30 and their average contracted working hours were:

Year 1, Year 2 and Year 3:	20 hours per week
Years 4 to Year 10 inclusive:	37.5 hours per week
Year 11:	30 hours per week

- a. the employee's payment for the first 10 years Long Service Leave would therefore be as follows:

$$\frac{(20 + 20 + 20 + 37.5 + 37.5 + 37.5 + 37.5 + 37.5 + 37.5 + 37.5)}{10} \times 13 \times \$20.30$$

$$= \frac{322.5}{10} \times 13 \times \$20.30$$

$$= 32.25 \times 13 \times \$20.30$$

$$= \$8,510.78$$

- b. the employee's payment for Year 11 would be as follows:

$$30 \times 1.3 \times \$20.30$$

$$= \$791.70$$

- c. therefore, in this example, the employee would receive a total of \$9,302.48 (\$8,510.78 + \$791.70)

## **20.5 Special Leave Without Pay**

An employee seeking Special Leave Without Pay must do so in writing addressed to the relevant Manager, stating reasons and period required.

The following criteria will be taken into account in endorsing/granting leave:

- 20.5.1 That the leave can be for special circumstances i.e. overseas travel, full time study, external job placements, personal traumas etc.
- 20.5.2 That backup is readily available for the position.
- 20.5.3 Where an application is received for leave without pay for a period of greater than 4 weeks, all other leave must have been exhausted i.e. Annual Leave, Long Service Leave, Flexitime Accrual Balances, ATO/ TOIL Accumulations and requires General Manager approval.
- 20.5.4 For applications for leave without pay for a period of 3 weeks or less, there will be no requirement to take all other leave as defined in Clause 20.5.3 above, unless the employee has more than the maximum accrual(s) stipulated in Council's leave policies as varied from time to time (currently 8 weeks for annual leave and 15.6 weeks for long service leave) and requires Manager approval.
- 20.5.5 That the position can be left available to the employee until they return.
- 20.5.6 That in the case of study leave and external job placements, the benefits to Council are identified.
- 20.5.7 That every application will be treated on its merit and approval will not be unreasonably withheld.
- 20.5.8 That leave be generally for a maximum period of 12 months or as agreed.

## 20.6 Paid Parental Leave

- (a) The intent of this provision is to provide the flexibility for either parent to assume the initial primary care giver role and aims to assist in minimising the impacts of parenthood upon career, income levels and balancing care requirements of young children.
- (b) Employees may have access to and be eligible for two distinct types of paid parental leave – that provided for within the Australian Government's Paid Parental Leave Act, and that provided for and funded by the City of Charles Sturt within this clause.
- (c) The City of Charles Sturt is committed to complying with its obligations under the Paid Parental Leave Act. The relevant Australian Government authority will advise the employer of the employee's eligibility for their PPL scheme and will specify to the employer the date any payments are to be made.

Subsequent references to 'Paid Parental Leave' or 'Partner Leave' in this clause refer to the benefit funded by the employer.

### 20.6.1 Eligibility and general conditions for CCS Paid Parental and Partner Leave

#### 20.6.1.1 An employee, other than a casual employee, shall be eligible for paid parental or partner leave, provided that:

- a. The employee has worked for the employer for a minimum of 10 months of the 13 months before the expected birth date of the child, except in the circumstance of premature birth, where the due date of the child(ren) would have ordinarily meant that the employee would have met this requirement.
- b. Evidence is provided by a legally qualified medical practitioner confirming the pregnancy and due date of the child(ren), or in the case of adoption, long-term foster care or surrogacy, satisfactory evidence which demonstrates the responsibility of legal guardianship of the child(ren) and the date or anticipated date which this is to occur.
- c. Written notification of the dates of leave are provided to the employer at least 10 weeks prior to the period of leave commencing.
- d. In the instances of Adoption and Long-term Foster care, that the children are aged 5 years or younger.

- 20.6.1.2 Any leave without pay taken during the qualifying year will not count towards the qualifying period outlined in Clause 20.6.1 a.
- 20.6.1.3 An employee on a fixed term contract whose contract expires during a period of paid Parental or Partner leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.
- 20.6.1.4 The CCS Paid Parental or Partner Leave period may begin as early as the commencement of the period of confinement (usually 6 weeks prior to the expected due date), or birth of the child(ren) if born prematurely. A medical clearance may be requested in order to continue working during the confinement period.
- 20.6.1.5 Paid Parental or Partner leave must be taken in one consecutive block and cease prior to 12 months from the commencement of the Parental leave period.
- 20.6.1.6 Part-time employees who meet the eligibility criteria in Clause 20.6.1.1 a. will be paid on a pro-rata basis.
- 20.6.1.7 Any Public Holiday or other statutory holiday which may fall within the period of paid Parental or Partner leave period shall be counted as a day of such Parental leave.
- 20.6.1.8 Any period of paid Parental or Partner leave as provided by this clause shall count as service for sick leave, annual leave and long service leave purposes and will also count as service for the purposes of incremental progression within the employee's classification level.
- 20.6.1.9 Any period of paid Parental or Partner leave under this clause are not in addition to the periods of unpaid Parental leave outlined in Clause 20.6.5 or the Award.
- 20.6.1.10 An employee may, in conjunction with their parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks, or a longer period if granted in line with Clause 20.6.5.

#### **20.6.2 Parental Leave (Primary Carer) - Definition and Entitlement**

A Primary Carer is defined as, the person who assumes the primary care role of the child(ren), which relates to the period of Paid Parental Leave applied for.

Where an employee is eligible for paid parental leave in accordance with Clause 20.6.1 they will be paid 12 weeks' normal salary (excluding overtime, allowances or penalties) plus superannuation.

The employee's partner must not be taking any simultaneous period of paid or unpaid parental leave as the 'primary caregiver' from their employer.

An entitlement of paid parental leave may be taken at half-pay upon application by the employee to the employer. In cases where this half pay/ double time option is chosen, the paid leave period will extend to a maximum 24 weeks. Accrual of leave entitlements in this case will also occur on a pro-rata basis.

#### **20.6.3 Partner Leave – Definition and Entitlement**

Partner leave is parental leave taken for the purpose of supporting the employee's spouse prior or after the birth or assumption of legal guardianship of a child(ren) (in the instances of adoption, long-term foster care and surrogacy) and is the only parental leave that may be taken simultaneously with parental leave taken by the Employee's spouse (where they are assuming the role of primary carer).

Where an employee is eligible for CCS paid partner leave in accordance with Clause 20.6.1, they will be paid 2 weeks' normal salary (excluding overtime, allowances or penalties) plus superannuation. CCS paid Partner leave must be taken as a continuous block before the child is 12 months of age or in the case of adoption or foster care, within 12 months of the child being in the legal care of the employee and is not available at half pay.

If the employee wishes to access the Australian Government's Dad and Partner Pay scheme, they must take unpaid leave from CCS for the chosen period of time, and cannot access CCS Paid Partner leave simultaneously.

#### **20.6.4 Special Paid Parental or Partners Leave**

In the event that the employee or their partner experiences stillbirth of a child(ren) after 20 weeks gestation or infant death during the period of parental leave, CCS is committed to supporting its employees through these tragic circumstances. In these instances and where the employee meets the eligibility criteria set out in Clause 20.6.1, CCS will support the employee by offering 1

week of Special Paid Parental Leave. This is in addition to any Australian Government provision that the employee may also be entitled to access.

Should a pregnancy loss occur prior to 20 weeks gestation, the employee may access sick leave or carer's leave, whichever is applicable.

#### **20.6.5 Unpaid Parental Leave (Primary Carer)**

- a) Clause 6.5 of the Award outlines the entitlement and eligibility requirements for unpaid parental leave. Where there is any inconsistency, the provisions of this Agreement shall apply.
- b) In order to balance work and parental responsibilities, an employee entitled to parental leave may request the employer to:
  - i. extend the period of simultaneous unpaid parental leave up to a maximum of 8 weeks (i.e. leave that the primary carer and their partner would be taking simultaneously)
  - ii. extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months (i.e. up to a maximum of 104 weeks from the commencement of the parental leave)
  - iii. return from a period of parental leave on a part-time basis until the child reaches school age.

The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### **20.6.6 Returning from Parental Leave**

- a) Clause 6.5 of the Award outlines the rights and obligations of an employee when returning from a period of parental leave. Where there is any inconsistency the provisions of this Agreement shall apply.
- b) An employee will notify the employer of their intention regarding returning to work after a period of parental leave at least six weeks prior to the expiration of this leave.

#### **20.6.7 Breastfeeding Support**

Council is committed to supporting breastfeeding employees in their transition back to the workplace.

### **20.6.8 Keeping in Touch Days**

The intent of this provision is to provide employees who are on parental leave to stay connected with their workplace and assist with their transition back to work.

#### **20.6.8.1 Keeping in Touch Days**

Keeping in Touch Days provide an opportunity for employees to keep in touch with their workplace and employment while on a period of parental leave.

An employee on parental leave, shall be eligible for Keeping in Touch Days in accordance with the Paid Parental Leave Act 2010, provided that:

- a. the employee and the relevant Manager agree on the work activities to be undertaken on a day or part of a day (1 hour or more)
- b. the day is not within 14 days of the date of birth or placement of the child to which the period of leave relates, if requested by the employee
- c. the day is not within 42 days of the date of birth or placement of the child to which the period of leave relates, if requested by the Manager.

#### **20.6.8.2 Payment for Keeping in Touch Days**

An employee who performs a work activity on a Keeping in Touch Day is entitled to payment in accordance with their contract of employment.

### **20.7 Sick Leave in Advance in Extenuating Circumstances**

For employees who are suffering from a life threatening illness or serious injury or situations of mental illness or domestic or family violence and have exhausted all of their sick leave entitlement, the employer will consider the granting of sick leave in advance on a case by case basis.

### **20.8 Emergency Services Leave**

The intention of this provision is to support employees to undertake Emergency Services duties by providing staff with the opportunity to demonstrate social responsibility and to make a valuable contribution to the community.

An employee is entitled to be absent from his or her employment for the time that the employee is engaged in the Emergency Services activity, including reasonable travel time associated with the activity and reasonable rest time immediately following the activity if the absence is reasonable.

All employees including casual employees are eligible for up to 10 days unpaid leave upon approval from their Manager to participate in a recognised emergency management initiative.

Employees may voluntarily elect to take their annual leave, TOIL or long service leave for their absences on Emergency Services duties upon mutual agreement with their Manager.

A recognised emergency management body is a body that has a role or function under a plan that is for coping with emergencies and/or disasters declared by the Commonwealth, a State or Territory. This would include bodies such as the State Emergency Service (SES), SA Country Fire Service (CFS) or the RSPCA (in respect of animal rescue).

## **20.9 Defence Force Reservists Leave**

Employees who have responsibilities under their role with the Defence Force Reserves are recognised and supported by the City of Charles Sturt. Where the Defence Force approves reimbursement to the City Of Charles Sturt for employees who are undertaking required training or responsibilities in their roles within the Defence Force reserves, the City of Charles Sturt will pay the employee the reimbursement sum paid by the Defence Force to the City of Charles Sturt.

## **21 FAMILY AND DOMESTIC VIOLENCE SUPPORT**

The City of Charles Sturt is committed to supporting employees experiencing Domestic and Family Violence to continue to safely participate in the workplace and maintain their employment. In addition, the City of Charles Sturt aims to create a supportive, respectful and safe work environment.

It is recognised that employees sometimes face situations of violence or abuse in their personal life. A supportive working environment shall be provided in which employees feel comfortable to discuss their situation with their leader and/or a member of the People & Culture team and seek assistance and support from the City of Charles Sturt.

An employee experiencing family and /or domestic violence or who are supporting an immediate family member who is experiencing family or domestic violence has access to the following utilising our Domestic and Family Violence Workplace Policy and Special Leave with Pay Policy:

- Workplace support
- Access to our Employee Assistance Program
- Access to up to five days Special Leave with Pay for medical appointments, legal proceedings and other activities related to family violence
- Flexible work options

An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

**22 CAPABILITY AND DEVELOPMENT**

- 22.1 The organisation is committed to ensuring the development of employees.
- 22.2 Employees will be consulted in the design of development programs, and appropriate national competency standards will be considered in the development of programs and initiatives.
- 22.3 Development and capability needs will be identified and communicated to individual employees annually. This however, is not meant to deter an employee and his or her leader identifying opportunities at any stage throughout the year and acting upon such opportunities for the benefit of the employee and the Council.
- 22.4 Development will be organised and approved in accordance with relevant policies.
- 22.5 Training programs delivered 'in-house' may be conducted by the organisation during times outside of ordinary hours subject to individual consent. By agreement time spent at such programs will be paid at ordinary time.
- 22.6 On occasions where structured training cannot be reasonably held during normal working hours, up to 15 hours of development per year may be facilitated by the organisation on a Saturday or other times outside of ordinary hours. The time will be mutually agreed by the majority of employees affected, and time spent at such development shall be paid at ordinary rates of pay (ie single time).
- 22.7 Council will reimburse reasonable childcare expenses incurred by employees who would otherwise be unable to attend training.
- 22.8 **Employee Development**
- 22.8.1 In order to develop skills for now and the future, employees may be provided with the opportunity to perform duties at a higher level or in different work at the same level.
- 22.8.2 Employees may:
- a. perform other duties when other employees are absent
  - b. participate in project work.
- 22.8.3 Employees will be invited to register an interest in a proposed project, vacancy or development opportunity. The allocation of duties and responsibilities will be decided by the organisation, based on the employee's availability and capacity to carry out the task(s).
- 22.8.4 Expressions of interest will be sought by the scope of work being posted on the intranet and inviting employees with matching skills to apply.

**23 RECRUITMENT AND PROMOTION**

- 23.1 Council will give preference to an internal applicant over an external applicant in recruitment and promotion where the applicants are otherwise equal in merit.
- 23.2 Before any position is advertised, a position description will be developed and the classification level assessed.
- 23.3 All new or vacant positions will be advertised among existing employees to provide them with the opportunity to apply, except in the following situations:
- a. where the appointment of the incumbent of a fixed term contract position (at Level 5 or below) is made permanent and the incumbent has been appointed to that fixed term contract for a total period of 12 months or more; or
  - b. where an employee who has been appointed on a fixed term contract (at Level 5 or below) to a permanent position that has been temporarily vacated and that position subsequently becomes permanently vacant, provided that the incumbent has been appointed to that fixed term contract for a total period of 12 months or more.

These exceptions are subject to the employee's satisfactory performance in the position.

Where it is believed that other extenuating circumstances exist that justify a particular position not being advertised internally, consultation with the Workplace Representatives shall occur at least 7 calendar days prior to the position being offered. If an objection is raised, the Workplace Representatives can request that the matter be taken to the next ECC meeting or seek to convene an extraordinary ECC meeting to discuss the matter. If agreement cannot be reached at the ECC, the parties have the right to invoke the grievance/dispute resolution procedure.

- 23.4 All internal applicants who meet the essential criteria shall be interviewed for the position.
- 23.5 Internal applicants shall, where requested, receive feedback regarding their application and interview performance.

**24 INCOME PROTECTION FUND AND JOURNEY ACCIDENT INSURANCE****24.1 Income Protection Fund**

The employer will facilitate the option of an Income Protection Fund for employees (at the employee's expense) as provided by Local Government Risk Services in accordance with their required terms, which may vary from time to time.

**24.2 Journey Accident Insurance**

During the life of this Agreement, the City of Charles Sturt agrees to provide 24 hour Journey Accident insurance for all employees covered by this Agreement. Such insurance will provide income maintenance for an employee involved in a journey accident and will be purchased through the provider identified in the Insurance Policy.

- 24.3 An employee shall be entitled to accrue long service leave, but not annual leave and sick leave, on a paid period of absence under the Income Protection Fund or Journey Accident Insurance provisions of this clause.

**25 AMALGAMATIONS**

In the event of an amalgamation occurring involving the City of Charles Sturt, a Joint Enterprise Bargaining Negotiating Committee will be formed comprising equal employee and employer representatives from each Council. Representatives for the City of Charles Sturt shall be drawn from the ECC at the time.

**26 SALARY INCREASES**

- 26.1 Salaries will be increased by:

- 1.5% effective from the first full pay period following a Yes vote
- 1.5% or Adelaide 'All Groups' CPI (based on June quarter 2020 – June quarter 2021) whichever is the greater effective from the first pay period commencing on or after 21 August 2021
- 1.5% or Adelaide 'All Groups' CPI (based on June quarter 2021 – June quarter 2022) whichever is the greater effective from the first pay period commencing on or after 21 August 2022.

The salary rates are set out in Appendix 3.

- 26.2 The parties agree to enter into discussions during the second year of the agreement and will review the final increase of a minimum of 1.5% from 21 August 2022. If the parties can establish that general economic circumstances have improved, including (but not limited to) a management assessment of Access Economics Wages Growth, Consumer Price Index (CPI), Local Government Price Index (LGPI) increase, a further negotiated increase may be granted, subject to this assessment, submissions from the parties and the financial position of the Council.

**27 NO FURTHER CLAIMS**

- 27.1 The Australian Services Union, SA & NT Branch and employees undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

- 27.2 This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

## **28 SUPERANNUATION**

### **28.1 Choice of Funds**

- 28.1.1 All employees shall have their choice of superannuation funds. Statewide Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.
- 28.1.2 All new employees will be provided with a standard choice form to enable them to select a fund in accordance with relevant superannuation legislation. For any new employees who do not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.
- 28.1.3 Employees may only change their choice of fund once every 12 months.

### **28.2 Salary Sacrifice to Superannuation**

Subject to the following conditions, an employee may elect with the agreement of the employer (such an agreement shall not be unreasonably withheld by the employer) to salary sacrifice any part or all of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to their choice of superannuation fund as outlined in Clause 28.1 above.

- 28.2.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 28.2.2 The application shall be in writing on the form provided by the relevant superannuation fund and shall detail the percentage of salary sacrificed.
- 28.2.3 Requests for salary sacrifice to superannuation must be for a minimum of 1% of gross salary and must be in whole percentages (i.e. 1%, 2% 3% etc.).
- 28.2.4 A minimum of 4 weeks' notice will need to be given by the employee of their intention to salary sacrifice or to change/rescind their salary sacrifice arrangements.
- 28.2.5 Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.

- 28.2.6 Once established, an employee may change their salary sacrifice arrangements up to two times per calendar year, provided the required notice period of 4 weeks is given.
- 28.2.7 All payments for all types of leave, annual leave loading, superannuation, redundancy payments, termination payments, overtime, shift penalties will be calculated on the basis of the employee's pre-sacrifice salary.
- 28.2.8 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the relevant superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 28.2.9 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

## **29 LIBRARIES**

### **29.1 Hours of Work**

This clause applies to all employees working within the Libraries portfolio and overrides Clause 17 of this Agreement for those employees only.

#### **29.1.1 Ordinary Hours**

- a. The maximum number of ordinary hours will be 37.5 hours per week to be worked over any of the seven days between Monday and Sunday inclusive.
- b. By written agreement between an employee and the employer, the maximum number of ordinary hours will be 75 hours per fortnight to be worked over any of the seven days between Monday and Sunday inclusive.
- c. Once an employee exceeds 37.5 hours per week, (or 75 hours per fortnight by agreement), overtime rates if approved will apply, or time off in lieu may be taken in accordance with Clause 29.2.1.

#### **29.1.2 Maximum Ordinary Hours Per Day**

The maximum number of ordinary hours that may be worked in any one day is 10, after which overtime rates will be payable.

### 29.1.3 **Penalty Rates for Ordinary Hours**

- a. The span of ordinary hours for which no penalty rates are payable, will be from 7.00 am to 5.30 pm, Monday to Friday. For each ordinary hour, or part thereof (in 15 minutes segments), worked outside these times (Monday to Friday) employees will be compensated at the Award loading of 15% for such time worked. Approval from the Manager Community Connections or Business Unit Co-ordinators must be obtained for compensation of this nature.
- b. Subject to the provisions of Clause 29.1.1, employees working ordinary hours on a Saturday will be compensated at the Award loading of 25% for each hour, or part thereof (in 15 minute segments), up to 12 noon and 50% loading thereafter for such time worked.
- c. Subject to the provisions of Clause 29.1.1, employees working ordinary hours on Sundays or Public Holidays will be paid at the Award loading of 50% for such time worked.
- d. Payment for time worked will be the preferred method of compensation, however, ATO (as outlined in Clause 29.2.2) can be negotiated with the Manager Community Connections.

### 29.1.4 **Lunch and Tea Breaks**

The minimum unpaid lunch break period is 45 minutes per day, Monday to Friday, and 30 minutes per day Saturday and Sunday, to be taken away from the work station.

Employees with public contact shifts extending beyond two (2) hours at any one time are eligible for a ten-minute, paid tea break to be taken away from the public area. Casuals and part-timers working less than 5 hours for the day in public contact areas may have a tea break where it is agreed with the Team Leader. Employees not working in public contact areas may have refreshments as required.

### 29.1.5 **Minimum Hours Worked by Casual Employees**

The minimum time for which a casual may be rostered to work is 1.5 hours. All other conditions of employment for casual employees will be in accordance with Clause 12.2 of this Agreement.

### 29.1.6 **Overtime**

Overtime is applicable in either of the following situations:

- when more than 37.5 ordinary hours have been worked in any week (or 75 hours per fortnight by agreement).
- when more than 10 ordinary hours have been worked on any one day.

**29.1.7 Payment of Overtime**

Payment for overtime will be calculated at time and a half for the first 3 hours and double time thereafter unless all overtime hours are worked on a Sunday in which case these hours will be paid at double time.

**29.1.8 Approval for Overtime Payment**

Payment will only be made for overtime when written approval from the Manager Community Connections or Team Co-ordinators has been given prior to the overtime being worked. The onus is on employees to ensure that written approval is sought and received before such overtime payment may be claimed.

**29.2 Accrued Time Off**

This clause overrides Clause 18 of this Agreement.

**29.2.1 In lieu of Overtime**

Hours accrued by employees for work performed in addition to their ordinary hours between Monday and Sunday inclusive may be taken as Accrued Time Off (ATO), in lieu of any future requirement to work ordinary hours, with the prior approval of the Manager Community Connections or relevant Co-ordinator. Unless other arrangements have been agreed to, this time off will be:

- on an hour for hour basis for additional hours worked between Monday–Friday inclusive
- time and a half for the first 3 hours and double time thereafter for additional hours worked on Saturday
- double time for additional hours worked on Sunday
- double time and a half for additional hours worked on a Public Holiday.

By agreement, an employee may opt to receive their entitlement to overtime as half time off in lieu and half payment.

**29.2.2 In lieu of Ordinary Hours Penalty Rates**

In accordance with Clause 29.1.3(b) above, accrued time off may be negotiated, in lieu of the receipt of the appropriate ordinary time shift penalty.

**29.2.3 Meeting Attendance for Employees Working a Full Day**

If employees attend a meeting before the commencement of their normal shift then every effort will be made to roster them to finish earlier that day except where special circumstances exist. For example, if a meeting commences at 8:30 am then the employee

should, where practicable and by arrangement with the Team Leader/Roster Coordinator, arrange to finish at 4:45 pm.

#### **29.2.4 ATO Accrual**

The minimum accrual time for ATO will be 15 minutes. The maximum accrual at any time for ATO is 37.5 hours. However, any accrual in excess of 10 hours must be agreed with the Manager Community Connections or the relevant Co-ordinator or Team Leader.

Any ATO in excess of 37.5 hours must be agreed in writing between the employee and the Manager Community Connections. Failure to do so may result in the employee losing their entitlement to the hours that are in excess of 37.5.

#### **29.2.5 Taking of ATO**

Use of ATO entitlements will need to be approved by the relevant Co-ordinator or Team Leader to ensure that appropriate service levels are maintained at all times.

Under special circumstances, variations to this clause may be made by mutual agreement between the employee and the Manager Community Connections, relevant Coordinator or Team Leader.

### **29.3 Rotation Between Libraries**

Rotation between libraries is accepted as an integral part of the working conditions within the Charles Sturt Library Service. Consideration will be given to functional tasks when assigning specific rotational days or shifts at other libraries.

### **29.4 Travel Between Libraries**

29.4.1 A Council vehicle is to be used for inter library travel where appropriate, ensuring the efficient use of that vehicle, i.e. co-ordinating travel arrangements.

29.4.2 If an employee uses their own vehicle for work related travel within the day then the following applies:

- a. they will be covered by workers compensation for any injury occurring during an approved journey during working hours, excluding to and from work.
- b. they will be covered by Journey Accident Insurance, in accordance with Clause 24.2 of this Agreement for any lost time injury occurring on the journey to and from work. This covers reimbursement of lost wages only.

- c. any vehicle damage (i.e. the employee's or the other vehicle) or 3rd party property damage occurring as a result of an accident whilst the employee's vehicle is being used on authorised Council business, shall be covered to the extent that vehicles are not otherwise insured. In the event that the vehicle is insured, the Council's insurers will reimburse any excess payable plus any no claim bonus lost by the employee following an accident and Council's excess on the policy will not apply in this instance.
- d. the employee will have the choice of claiming the appropriate Motor Car Allowance under the Award for the kilometres so travelled or claiming the relevant number of kilometres through income taxation. For this purpose, the standard kilometres between the libraries are available from Library Administration, with a record of inter library travel kept on the time sheet.

### **30 END OF YEAR – REDUCED OPERATIONAL HOURS**

The operational hours of Council's Civic Centre and Library Services are reduced each year over the Christmas/New Year Period. A small number of employees will be required to work during this period, and all other Administration employees will be required to take annual leave/ATO for any working days during this period. Should an employee request to work during this period, the request must be submitted in writing to the relevant Manager. These requests will be considered and approved on a case by case basis by the relevant Manager.

**SIGNATORY PAGE**

For and on behalf of the Australian Services Union



.....  
Abbie Spencer, Branch Secretary (SA/NT)

28 April 2021

.....  
Date



.....  
Witness

For and on behalf of administrative staff employed by the City of Charles Sturt



.....  
Sanchit Rathee (Staff Representative)

28 April 2021

.....  
Date



.....  
Witness

For and on behalf of the Australian Nursing & Midwifery Federation

.....  
Elizabeth Dabars  
CEO/Secretary (SA Branch)

.....  
Witness

.....  
Date

For and on behalf of the City of Charles Sturt



.....  
Adrian Ralph  
Acting Chief Executive Officer



.....  
Witness

27 April 2021

Date

Date finalised: April 2021

## **APPENDICES**

- 1      [Definitions](#)
- 2      [Alternative Employment Illustrative Diagram](#)
- 3      [Salary Rates](#)

**APPENDIX 1****DEFINITIONS**

<b>Affected employee</b>	Is an employee whose position may be significantly changed or will no longer exist.
<b>Agreement</b>	Means the City of Charles Sturt Administration Agreement No 9 (2020)
<b>Staff Representative</b>	Any employee who is elected by other employees
<b>ATO</b>	Accrued Time Off
<b>Award</b>	Means the South Australian Municipal Salaried Officers Award and the Nurses South Australian (Local Government Sector) Award, applying at the time of making this Agreement.
<b>Portfolio Plan</b>	Is a Management Plan for the Portfolio. It should establish the aims and objectives, review strengths and weaknesses, outline marketing and operational strategies of the Portfolio.
<b>Business Units</b>	Are in-house Council owned services or work areas that operate on business principles with an increased level of autonomy, (sometimes known as Service Units).
<b>Civic Centre</b>	Council's administration located at 72 Woodville Road, Woodville, and South Australia.
<b>Consultation</b>	<p>The City of Charles Sturt applies the principles of the IAP2 Model of Community Participation across its spectrum of consultation activities. The IAP2 model recognises a spectrum or continuum of involvement and engagement. From a starting point of the provision of information through to at the other extreme the devolution of decision making</p> <p>In the industrial relations context, it is noted that the time for consultation at the high involvement end of the IAP2 spectrum comes through the negotiation process leading to each new industrial agreement (such as this document).</p> <p>That within the life of the Agreement consultation will typically fall within the realm of "Consult" on the spectrum, that being: "To obtain public feedback on analysis, alternatives and/or decisions." Such that better informed decisions can be made (within the limits imposed by the relevant Industrial Award or this Enterprise Bargaining Agreement).</p> <p>The definition of Consultation then for the purpose of this Agreement shall be:</p> <p>A process that will have regard to employee's interests in the formulation of plans that have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.</p>

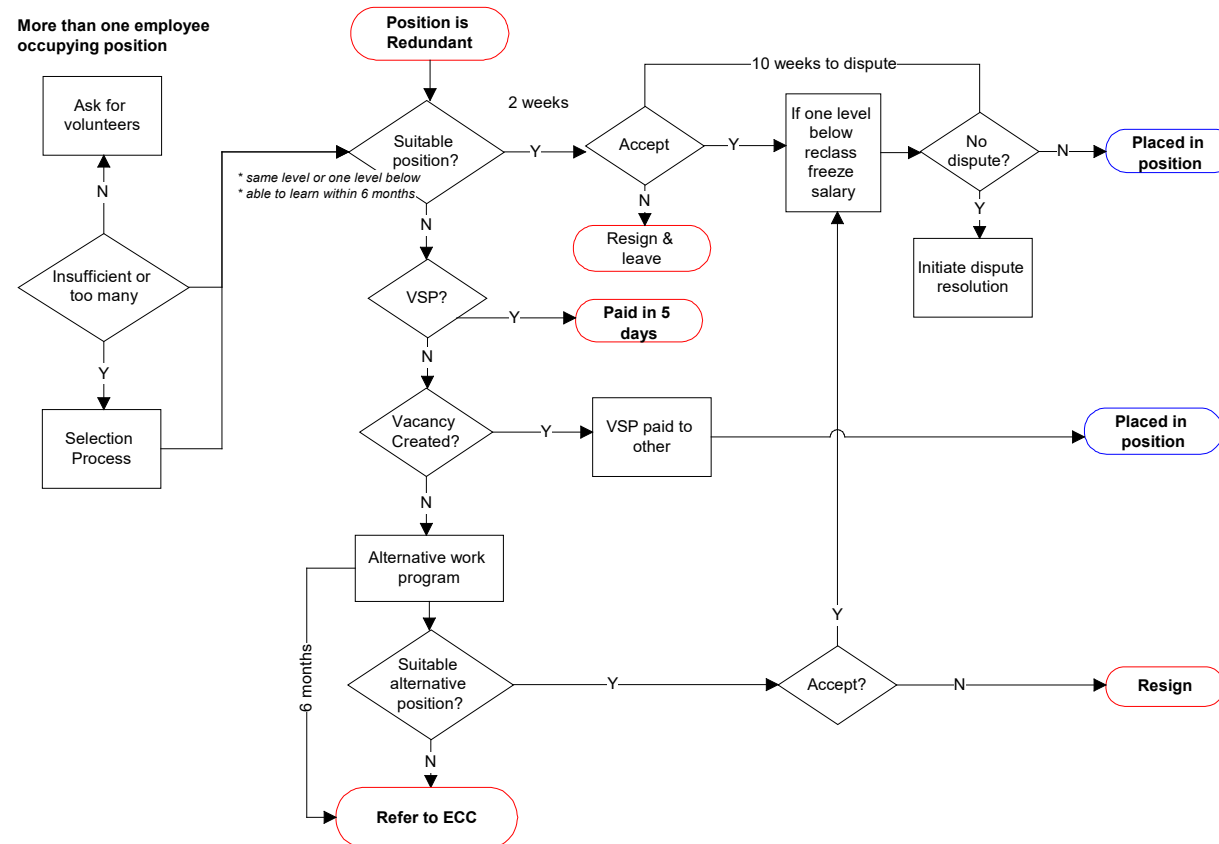
	Consultation allows for decisions to be made giving due regard to matters raised by employees, with any significant issues involving change being referred to the Enterprise Consultative Committee in its consultative role during the life of the Agreement. The objective of consultation is more informed decision-making and preferably reaching agreed outcomes.
<b>Continuous Service</b>	Uninterrupted employment with Council.
<b>Contracted weekly hours</b>	The number of hours that employees are required to attend their workplace.
<b>Council</b>	Means the City of Charles Sturt.
<b>Delivery</b>	Refers to the provision of services in accordance with agreed service levels.
<b>Disciplinary Process</b>	Is the process by which disciplinary matters are resolved.
<b>EEO</b>	Equal Employment Opportunity. Pursuant to the Equal Opportunity Act 1984 and the Local Government Act, ensure fair treatment of all employees by creating an employment environment which is free from discrimination. In accordance with the Acts it is unlawful for anyone to be treated unfairly on the grounds of, gender (including gender history), sexual orientation, marital or domestic partnership status, pregnancy, disability or impairment, religious (including religious appearance or dress) or political conviction, age, family responsibility (including association with a child), family status or spouse/partner's identity. These grounds may change as legislation is amended.
<b>Employee</b>	Means any employee who performs work covered by this Agreement and the Award.
<b>Employer</b>	Means the City of Charles Sturt.
<b>External funding</b>	Monies provided to council by external bodies, primarily state and federal government, for specific council projects.
<b>General Manager</b>	Second line of management (3 positions) within City of Charles Sturt reporting directly to the Chief Executive Officer. Responsible for the day to day management and administration of a Division.
<b>Internal funding</b>	Funds primarily generated through rates for the continuation of council operations.
<b>Job Placement Counselling</b>	External professional services provided with the aim of improving the employee's ability and opportunities to obtain new employment.

<b>Job sharing arrangement</b>	An arrangement whereby 2 or more people are employed by council to undertake the functions of a full time equivalent position.
<b>Key Performance Indicators (KPI's)</b>	Represent a set of measures focused on aspects of organisational or business unit performance that are most critical for the current and future success of the organisation or business unit.
<b>Labour hire</b>	The purchase of temporary labour through an external agency.
<b>Leadership Team</b>	At the time of certification of this Agreement the Leadership Team comprised:  Chief Executive Officer, General Manager Corporate Services, General Manager City Services, General Manager Asset Management Services, the following managers : Community Connections, Engineering Strategy and Assets, Field Services, Financial Services, Governance and Operational Support, Information Services, Media, Marketing and Communications, People and Culture, Open Space Recreation and Property, Planning and Development, Public Health and Safety, Strategic Procurement Services, Urban Projects, Asset Management Lead, Corporate Program Manager. This team may change from time to time and clarification can be sought from the Chief Executive.
<b>Manager/Supervisor or Team Leader</b>	A manager is a member of the Leadership Team. A Supervisor or Team Leader will report directly to a manager. A Supervisor or Team Leader will have employees who report directly to them.
<b>Natural Work Teams</b>	Are teams of which examples exist in the organisation. They consist of team members reporting to a team leader. The leaders normally chair team meetings and handle most of the supervisory tasks.  Natural work teams may use quality improvement processes, tools, techniques and chartering methods to gain efficiency enhancements
<b>One Week's Payment</b>	An amount equal to one fifty second (1/52 <sup>nd</sup> ) of annual salary.
<b>Performance Management</b>	The process of managing an employee's performance.
<b>Personnel Requisition</b>	Form used as the first step in the recruitment process, used for justifying the need for a new position within Council, and having the request for that position approved by the delegated authority.
<b>Policy</b>	Refers to the development of plans, strategies and policy that support the agreed vision of the City. It also includes determining the outputs and service levels that are necessary to achieve Council's agreed outcomes and vision.

<b>Public Tender</b>	Process of opening tenders to the public for available contracts.
<b>Salary</b>	Is for the purpose of  (1) Employment Security, 'salary' shall mean total income including superannuation payment, use of vehicle (where it is in lieu of overtime worked), regular shift penalties, and allowances.  (2) for the purpose of Quantum increase shall mean the employee's current substantive classification salary.
<b>Service Areas</b>	Identifiable work areas within Council that provide defined services.
<b>Significant issues</b>	Includes major changes in the composition, operation, size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, alteration of the hours of work, the need for retraining or transfer of employees to other work or location, significant changes to Council policies that impact employees, introduction of new technology and equipment and the restructuring of jobs.
<b>Special Leave</b>	Leave granted at the discretion of the employer and not elsewhere defined in this Agreement or the Award (except Clause 7.8 of the Award).
<b>Substantive Position</b>	The current permanent position accepted by the employee.
<b>Tenderer</b>	A group or person who responds to a tender to supply goods and/or services to Council.
<b>Union</b>	Means the Australian Municipal, Administrative, Clerical and Services Union, known as the Australian Services Union (ASU) & The Australian Nursing and Midwifery Federation (SA Branch).
<b>VSP</b>	A Voluntary Separation Package.
<b>Workplace Representative</b>	Shall mean an ASU member elected by ASU members and a Staff Representative whose roles are to effectively represent the interests of all employees.

## APPENDIX 2

## Alternative Employment Illustrative Diagram



## City of Charles Sturt Administration Enterprise Agreement No. 9 (2020)

### APPENDIX 3 – SALARY RATES

		Effective from the first full pay period following a Yes vote		Whichever is greater Adelaide 'All Groups' CPI (based on June quarter 2020 – June quarter 2021) or 1.50% as shown below	Whichever is greater Adelaide 'All Groups' CPI (based on June quarter 2021 – June quarter 2022) or 1.50 % as shown below
				21/08/2021	21/08/2022
		Current SALARY per annum	1.5% ADJUSTED SALARY	ADJUSTED SALARY	ADJUSTED SALARY
<b>General Officers</b>					
Level 1	1st inc	\$51,875	\$52,653	\$53,443	\$54,245
	2nd inc	\$53,067	\$53,863	\$54,671	\$55,491
	3rd inc	\$54,751	\$55,572	\$56,406	\$57,252
	4th inc	\$56,547	\$57,395	\$58,256	\$59,130
	5th inc	\$58,342	\$59,217	\$60,105	\$61,007
	6th inc	\$60,141	\$61,043	\$61,959	\$62,888
Level 2	1st inc	\$61,960	\$62,889	\$63,833	\$64,790
	2nd inc	\$63,758	\$64,714	\$65,685	\$66,670
	3rd inc	\$65,554	\$66,537	\$67,535	\$68,548
	4th inc	\$67,357	\$68,367	\$69,393	\$70,434
Level 3	1st inc	\$69,144	\$70,181	\$71,234	\$72,302
	2nd inc	\$70,947	\$72,011	\$73,091	\$74,188
	3rd inc	\$72,744	\$73,835	\$74,943	\$76,067
	4th inc	\$74,542	\$75,660	\$76,795	\$77,947
Level 4	1st inc	\$76,337	\$77,482	\$78,644	\$79,824
	2nd inc	\$78,130	\$79,302	\$80,491	\$81,699
	3rd inc	\$79,932	\$81,131	\$82,348	\$83,583
	4th inc	\$81,727	\$82,953	\$84,197	\$85,460
Level 5	1st inc	\$83,522	\$84,775	\$86,046	\$87,337
	2nd inc	\$85,322	\$86,602	\$87,901	\$89,219
	3rd inc	\$87,116	\$88,423	\$89,749	\$91,095

Level 6	1st inc	\$90,113	\$91,465	\$92,837	\$94,229
	2nd inc	\$93,110	\$94,507	\$95,924	\$97,363
	3rd inc	\$96,105	\$97,547	\$99,010	\$100,495
Level 7	1st inc	\$99,096	\$100,582	\$102,091	\$103,623
	2nd inc	\$102,096	\$103,627	\$105,182	\$106,760
	3rd inc	\$105,086	\$106,662	\$108,262	\$109,886
Level 8	1st inc	\$108,682	\$110,312	\$111,967	\$113,646
	2nd inc	\$112,278	\$113,962	\$115,672	\$117,407
	3rd inc	\$115,869	\$117,607	\$119,371	\$121,162
<b>Juniors</b>					
17 and less	62.00%	\$32,163	\$32,645	\$33,135	\$33,632
18	72.00%	\$37,350	\$37,910	\$38,479	\$39,056
19	82.00%	\$42,538	\$43,176	\$43,824	\$44,481
20	92.00%	\$47,725	\$48,441	\$49,167	\$49,905
<b>Senior Officers</b>					
SO1	1st inc	\$90,113	\$91,465	\$92,837	\$94,229
	2nd inc	\$93,110	\$94,507	\$95,924	\$97,363
	3rd inc	\$96,105	\$97,547	\$99,010	\$100,495
SO2	1st inc	\$99,096	\$100,582	\$102,091	\$103,623
	2nd inc	\$102,096	\$103,627	\$105,182	\$106,760
	3rd inc	\$105,086	\$106,662	\$108,262	\$109,886
SO3	1st inc	\$108,682	\$110,312	\$111,967	\$113,646
	2nd inc	\$112,278	\$113,962	\$115,672	\$117,407
	3rd inc	\$115,869	\$117,607	\$119,371	\$121,162
SO4	1st inc	\$119,569	\$121,363	\$123,183	\$125,031
	2nd inc	\$124,242	\$126,106	\$127,997	\$129,917
SO5	1st inc	\$130,086	\$132,037	\$134,018	\$136,028
	2nd inc	\$134,763	\$136,784	\$138,836	\$140,919
SO6	1st inc	\$140,606	\$142,715	\$144,856	\$147,029
	2nd inc	\$145,281	\$147,460	\$149,672	\$151,917
SO7	1st inc	\$151,127	\$153,394	\$155,695	\$158,030
	2nd inc	\$158,136	\$160,508	\$162,916	\$165,359
SO8	1st inc	\$167,483	\$169,995	\$172,545	\$175,133
	2nd inc	\$176,838	\$179,491	\$182,183	\$184,916

SO9	1st inc	\$190,863	\$193,726	\$196,632	\$199,581
SO10	1st inc	\$214,232	\$217,445	\$220,707	\$224,018
<b>Immunisation Nurses</b>					
RN-2	1st inc	\$79,377	\$80,568	\$81,776	\$83,003
	2nd inc	\$80,629	\$81,838	\$83,066	\$84,312
	3rd inc	\$82,064	\$83,295	\$84,544	\$85,813
	4th inc	\$83,505	\$84,758	\$86,029	\$87,319